

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-104
ANNUAL REQUIREMENTS FOR
SNACK FOOD VENDING SERVICES AT VARIOUS
LOCATIONS FOR PARKS & RECREATION DEPT.

DATE: March 23, 2004

CONTRACT PERIOD: May 1, 2004 thru April 30, 2005

CONTRACTOR: LinPepco Snacks
1901 Windhoek Drive
Lincoln, NE 68512

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Myron Jensen
Telephone No.: 402/423-7335
FAX No.: 402/423-0852
E-Mail Address: mjensen@linpepco.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER PROPOSAL AND CONTRACT RENEWED 03/15/04

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #69806
Dated: 03/15/04

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

**PROVIDING VENDING SERVICES FOR PARKS AND RECREATION FACILITIES IN,
LINCOLN, NEBRASKA,
(AS PER SPEC. 03-104)**

LinPepCo Snacks

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 30 day of April 2003, by and between LinPepco Snacks, 1901 Windhoek Drive, P.O. Box 22703, Lincoln, NE 68542-2703 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit: for all labor, material and equipment necessary for Vending Services for Parks and Recreation facilities and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the City and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) filling, and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to accept 29% commission based on gross revenue at current vend prices for each machine for the performance of the Work embraced in this Contract. Contractor also agrees to provide to the Parks and Receptions a one time sum of \$20,000 upon signing of this contract (Based upon a 4% in

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.



EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.

dated May 23, 2003

67495

EXECUTION BY CONTRACTOR

IF A CORPORATION:

LinPepCo Snacks

Name of Corporation

1901 Windhoek Drive, Lincoln, NE 68512
(Address)

ATTEST:

Gene Fink

(SEAL)

Secretary

By: Gene Fink

Duly Authorized Official

President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

COMPANY NAME LinPepCo Snacks

**PROPOSAL
SPECIFICATION NO.03-104**

OPENING TIME: 12:00 NOON
DATE: Wednesday, April 16, 2003

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers #1 through _____ are hereby acknowledged. Failure to receive any addendum or interpretation of the specifications shall not relieve the from any obligations specified in the request. All addenda shall become part of the final contract document.

**THE ANNUAL REQUIREMENTS FOR:
SNACK FOOD VENDING SERVICES
FOR PARKS & RECREATION DEPARTMENT**

PERCENTAGE OF GROSS REVENUE: _____ 29 %

SECURITY REQUIRED: Yes _____ Amount: _____
No X

Special provisions for Commodity Term Contracts are included with the specification document. Submitters are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes X
No _____

TERM PRICE CLAUSE: Proposer must state

- (a) Percentage fees are firm for the full contract period: X; or
- (b) Percentage fees are subject to escalation/de-escalation: _____.
- (c) If (b), state period for which prices will remain firm:
Through _____.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Myron Jensen
TITLE: General Manager
PHONE NO. (402) 423-7335

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

If you are a service provider you can guarantee that your service will be available and uninterrupted after December 31, 1999, and the deliverables will also be year 2000 compliant.

If you are a product supplier that each of your product, hardware, software and firmware, including embedded micro controllers in non-computer equipment, will correctly and accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, into and between the 20th and 21st centuries, and the years 1999, 2000, and leap year calculations, and will properly exchange date/time data with other "year 2000 compliant" information technology.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:

SEALED PROPOSAL FOR SPEC.03-104

LinPepCo Snacks
COMPANY NAME

1901 Windhoek Drive
STREET ADDRESS or P.O. BOX

Lincoln, NE 68512
CITY, STATE ZIP CODE

(402) 423-7335
TELEPHONE

47-0816764
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Myron Jensen
BY (Signature)

Myron Jensen
(Print Name)

General Manager
(Title)

April 16, 2003
(Date)

2 Days
ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

Cash or Charge
TERMS OF PAYMENT